| BK 491 PG 93 |
|---|
| STATE OF TENNESSEE COUNTY OF DeSoto THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSVER IS 593,200.0 Affiant SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th Day of January 2004. MY COMMISSION EXPINES: PUBLIAFFIX SEAL) MENT WAS PRESCRIPTORY |
| EXP |
| ARRANTY DEED |
| SEND TAX BILLS TO: MAP-PARCEL NUMBERS |
| Eric L. Linsey |
| (NAME) |
| 6125 Kensington |
| |
| (ADDRESS) 10883305.002039.00 |
| forn Lake, MS 38637 |
| (STATE) (ZIP) |
| A |

1/21/05 11:09:10

FOR AND IN CONSIDERATION of the sum of ten dollars, cash in hand paid by the hereinafter named GRANTEE(S), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, Charles R. Mitchell and Katherine D. Mitchell, hereinafter called the GRANTEE(S), have bargained and sold, and by these presents do transfer and convey unto Eric L. Linsey herereinafter called the GRANTEE(S), their heirs and assigns, a certain tract or parcel of land in Rutherford County, State of Tennessee, described as follows, to-wit:

Lot 2039, Section "F" DeSoto Village Subdivision, in Section 33, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, as shown by the plat appearing of record in Plat Book 13, Pages 1-5, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Property Address: 6125 Kensington Road, Horn Lake, MS 38637

Being the same property conveyed to Charles R. Mitchell and wife Katherine D. Mitchell, by Warranty Deed, from Don Markle Construction Company, Inc. a Mississippi Corporation, dated 8/12/1987, filed in Book 197, Page 732, said Register's Office.

This conveyance is made subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights for public utilities applicable to this property; and taxes for the current year which have been prorated.

| This is unimproved (improved(| v |)) property, known as | 6125 Kensington F | Iom Lake MS 38637 | | |
|--------------------------------|---|------------------------|-------------------|-------------------|----------------|--------------|
| improved(| ^ | (House Number) | | (P.O. Address) | (City or Town) | (Postal Zip) |
| | | | | | | |

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), their heirs and assigns forever; and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and except for the current year property taxes which are being prorated between the parties and Grantee agreeing to pay said tax when due; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), their heirs and assigns, against the lawful claims of all persons whomsoever.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 13th Day of January, 2004.

| Charles R. Mitchell Katherine D. Mitchell |
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| STATE OF TENNESSEE |) | |
|--------------------|---|--|
| COUNTY OF DeSoro |) | |

Before me, the undersigned Notary Public, personally appeared Charles R. Mitchell and Katherine D. Mitchell, who are known to me or proved to me on the basis of satisfactory evidence, and who acknowledged that executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 13th Day of January, 2004.

MY COMMISSION EXPIRES:

offer,

Kom